

175325

SOWELL

SOWELL GRAY STEPP & LAFFITTE, LLC
ATTORNEYS AND COUNSELORS AT LAW

August 23, 2005

VIA HAND-DELIVERY:

Charles L.A. Terreni, Chief Clerk & Administrator
Public Service Commission of South Carolina
101 Executive Center Drive, Suite 100
Columbia, South Carolina 29210

Re: Petition to Establish Generic Docket to Consider Amendments to
Interconnections Agreements Resulting From Changes of Law
Communication Commission's Triennial Review Order
SC PSC Docket No. 2004-316-C
SGS&L File No. 5665-1506

Dear Mr. Terreni:

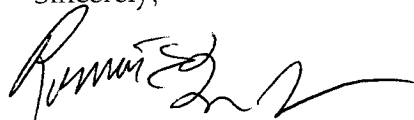
Enclosed for filing in the above-referenced docket, please find the original and 26 copies of ITC^DeltaComCommunication Inc.'s Direct Testimony and Exhibits of witness Mary Conquest; the original and 26 copies of Direct Testimony and Exhibits of witness Jerry Watts; and the original and 26 copies of Direct Testimony and Exhibits of witness Steve Brownworth.

Also enclosed for filing, please find the sealed original and 26 copies of Confidential Exhibit 1 of Steve Brownworth.

After filing the original and required number of copies, please return one filed-stamped copy to our courier.

Thank you for your assistance with this matter. By copy of this correspondence, I am serving parties of record with the Direct Testimony and Exhibits of DeltaCom ✓ witnesses, Mary Conquest, Jerry Watts, and Steve Brownworth. ✓ The Confidential Exhibit of Steve Brownworth is not being served on the parties.

Sincerely,



Robert E. Tyson, Jr.

OK D. Duke
OK D. Duke

RETjr:alw

Robert E. Tyson, Jr.
rtyson@sowell.com
DD 803.231.7838

1310 Gadsden Street
Post Office Box 11449
Columbia, SC 29211

PHONE 803.929.1400
FACSIMILE 803.929.0300
WEBSITE www.sowell.com

8/23/2005
Page 2 of 2



SOWELL GRAY STEPP & LAFFITTE, LLC
ATTORNEYS AND COUNSELORS AT LAW

Enclosures

cc: All Parties of Record

CERTIFICATE OF SERVICE

I, the undersigned employee of the law offices of Sowell Gray Stepp & Laffitte, L.L.C., attorneys for ITC^DeltaCom, do hereby certify that I have served a copy of the pleading(s) hereinbelow specified via e-mail or regular mail to the following address(es):

Pleadings: **Direct Testimony and Exhibits of Mary Conquest, Jerry Watts, and Steve Brownworth**

Counsel Served: Frank R. Ellerbe, Esquire
Bonnie D. Shealy, Esquire
Robinson McFadden & Moore
1901 Main Street, Suite 1200
Post Office Box 944
Columbia, SC 29202
fellerbe@robinsonlaw.com
bshealy@robinsonlaw.com
Attorneys for South Carolina Cable Television Association.

Bonnie D. Shealy, Esquire
Robinson McFadden & Moore
1901 Main Street, Suite 1200
Post Office Box 944
Columbia, SC 29202
bshealy@robinsonlaw.com
Attorney for US LEC

Darra W. Cothran, Esquire
Woodward, Cothran & Herndon
Post Office Box 12399
Columbia, South Carolina 29211
dwcothran@wchlawn.com
Counsel for Intervenors MCI WorldCom Communications, Inc., Intermedia Communications, Inc. and MCIMetro Access Transmission Service, LLC

Florence Belser, Esquire
General Counsel
Post Office Box 11263
Columbia, SC 29211
Office of Regulatory Staff
florence.belser@psc.state.sc.us

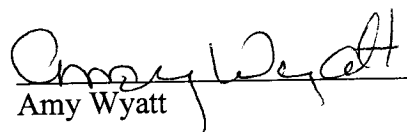
John J. Pringle, Jr., Esquire
Ellis, Lawhorne & Sims, P.A.
1501 Main Street, Fifth Floor
Post Office Box 2285
Columbia, South Carolina 29202
jpringle@ellislawhorne.com
**Counsel for Intervenors AT&T Communications of the
Southern States, L.L.C. ("AT&T"), Access Networks, Inc.,
and NewSouth Communications, Corp. ("NewSouth")**

Patrick W. Turner, Esquire
BellSouth Telecommunications, Inc.
Post Office Box 752
Columbia, South Carolina 29202
patrick.turner@bellsouth.com
**Counsel for BellSouth Telecommunications, Inc.
("BellSouth")**

F. David Butler, Esquire
South Carolina Public Service Commission
Post Office Drawer 11649
Columbia, South Carolina 29211
david.butler@psc.state.sc.us

Scott Elliott, Esquire
Elliott & Elliott, P.A.
721 Olive Street
Columbia, South Carolina 29205
selliott@mindspring.com
**Counsel for Intervenors United Telephone Company of the
Carolinas and Sprint Communications Company, L.P.**

William R. Atkinson, Esquire
Sprint
3065 Cumberland Circle
Mailstop GAATLD602
Atlanta, GA 30339
bill.atkinson@mail.sprint.com


Amy Wyatt

August 23 2005

8
 9
 10
 11
 12
 13
 14
 15
 16
 17
 18
 19
 20
 21
 22
 23
 24
 25
 26
 27
 28
 29
 30
 31
 32
 33
 34
 35
 36
 37
 38
 39
 40
 41
 42
 43
 44
 45
 46
 47
 48
 49
 50
 51
 52
 53
 54
 55
 56
 57
 58
 59
 60
 61
 62
 63
 64
 65
 66
 67
 68
 69
 70
 71
 72
 73
 74
 75
 76
 77
 78
 79
 80
 81
 82
 83
 84
 85
 86
 87
 88
 89
 90
 91
 92
 93
 94
 95
 96
 97
 98
 99
 100
 101
 102
 103
 104
 105
 106
 107
 108
 109
 110
 111
 112
 113
 114
 115
 116
 117
 118
 119
 120
 121
 122
 123
 124
 125
 126
 127
 128
 129
 130
 131
 132
 133
 134
 135
 136
 137
 138
 139
 140
 141
 142
 143
 144
 145
 146
 147
 148
 149
 150
 151
 152
 153
 154
 155
 156
 157
 158
 159
 160
 161
 162
 163
 164
 165
 166
 167
 168
 169
 170
 171
 172
 173
 174
 175
 176
 177
 178
 179
 180
 181
 182
 183
 184
 185
 186
 187
 188
 189
 190
 191
 192
 193
 194
 195
 196
 197
 198
 199
 200
 201
 202
 203
 204
 205
 206
 207
 208
 209
 210
 211
 212
 213
 214
 215
 216
 217
 218
 219
 220
 221
 222
 223
 224
 225
 226
 227
 228
 229
 230
 231
 232
 233
 234
 235
 236
 237
 238
 239
 240
 241
 242
 243
 244
 245
 246
 247
 248
 249
 250
 251
 252
 253
 254
 255
 256
 257
 258
 259
 260
 261
 262
 263
 264
 265
 266
 267
 268
 269
 270
 271
 272
 273
 274
 275
 276
 277
 278
 279
 280
 281
 282
 283
 284
 285
 286
 287
 288
 289
 290
 291
 292
 293
 294
 295
 296
 297
 298
 299
 300
 301
 302
 303
 304
 305
 306
 307
 308
 309
 310
 311
 312
 313
 314
 315
 316
 317
 318
 319
 320
 321
 322
 323
 324
 325
 326
 327
 328
 329
 330
 331
 332
 333
 334
 335
 336
 337
 338
 339
 340
 341
 342
 343
 344
 345
 346
 347
 348
 349
 350
 351
 352
 353
 354
 355
 356
 357
 358
 359
 360
 361
 362
 363
 364
 365
 366
 367
 368
 369
 370
 371
 372
 373
 374
 375
 376
 377
 378
 379
 380
 381
 382
 383
 384
 385
 386
 387
 388
 389
 390
 391
 392
 393
 394
 395
 396
 397
 398
 399
 400
 401
 402
 403
 404
 405
 406
 407
 408
 409
 410
 411
 412
 413
 414
 415
 416
 417
 418
 419
 420
 421
 422
 423
 424
 425
 426
 427
 428
 429
 430
 431
 432
 433
 434
 435
 436
 437
 438
 439
 440
 441
 442
 443
 444
 445
 446
 447
 448
 449
 450
 451
 452
 453
 454
 455
 456
 457
 458
 459
 460
 461
 462
 463
 464
 465
 466
 467
 468
 469
 470
 471
 472
 473
 474
 475
 476
 477
 478
 479
 480
 481
 482
 483
 484
 485
 486
 487
 488
 489
 490
 491
 492
 493
 494
 495
 496
 497
 498
 499
 500
 501
 502
 503
 504
 505
 506
 507
 508
 509
 510
 511
 512
 513
 514
 515
 516
 517
 518
 519
 520
 521
 522
 523
 524
 525
 526
 527
 528
 529
 530
 5

DOCKET NO. 2004-316-C

August 23, 2005

1 **Q: PLEASE STATE YOUR NAME, POSITION AND BUSINESS ADDRESS.**

2 A: My name is Mary Conquest. I am Program Manager for Inter-Company
3 Relations, at ITC^DeltaCom Communications, Inc. and Business Telecom,
4 ("ITC^DeltaCom" & "BTI"). My business address is 7067 Old Madison Pike,
5 Huntsville, Alabama 35806.

6
7 **Q: PLEASE DESCRIBE YOUR BUSINESS EXPERIENCE AND BACKGROUND.**

8 A: I received a Masters Certificate from George Washington University in the area
9 of Project Management. I have been employed in the telecommunications
10 industry for over 39 years. I began my career with Southern Bell, now known as
11 BellSouth Telecommunications, Inc. ("BellSouth"), in 1966. I held various
12 positions within BellSouth over that time. I also have been engaged as a
13 consultant to BellSouth. I retired from BellSouth in December of 1996. I have
14 worked for ITC^DeltaCom as a Consultant and I am currently an employee in the
15 Regulatory Department, serving as Program Manager.

16
17 **Q: HAVE YOU PREVIOUSLY TESTIFIED BEFORE THIS COMMISSION?**

18 A: No.

19

20 **Q: WHAT IS THE PURPOSE OF YOUR TESTIMONY?**

21 A: The purpose of my testimony is to provide this Commission with factual
22 testimony regarding DeltaCom's experiences with the bulk migration process

1 from UNE-P to UNE-L. This is described as Issue 2, the transition of the
2 embedded base for former UNEs.

3
4 **Q: HAS BELLSOUTH PROVIDED NOTICE OF ITS PROPOSED DEADLINES TO**
5 **THE CLEC COMMUNITY , REQUIRING CLECs TO DELIVER**
6 **SPREADSHEETS TO BELLSOUTH PRIOR TO THE ORDERED DATES?**

7 A: No. In the BellSouth Attachment 2 Template, for Interconnection Agreement,
8 dates for the delivery of conversion spreadsheets are shown. BellSouth,
9 however, has not provided notice to the CLEC(s) of this demand, nor have they
10 negotiated a timeline for spreadsheet delivery. No Carrier notices (SN's) have
11 been posted to the website which contain the dates. DeltaCom is very
12 concerned about the upcoming March 11, 2006 deadlines, but as discussed by
13 Mr. Watts, BellSouth has been unwilling to work with DeltaCom to reach an
14 interim transitional agreement.

15
16 **Q: WHAT EXPERIENCE HAS ITC^DELTACOM/BTI HAD REGARDING THE**
17 **TRANSITION OF EMBEDDED UNE-P SERVICE TO UNE-L, USING THE BULK**
18 **MIGRATION PROCESS?**

19 A: BellSouth has not complied with its own bulk migration guideline posted on its
20 website and filed with the FCC. The following are examples experienced by
21 ITC^DeltaCom:

- To date no cut for non-coordinated bulk migration has been 100% successful.

For example, Bulk Order Package Identifier (BOPI) MS03284614SO, contained 38 lines which were given a commit date of March 28, 2005 then placed in Missed Appointment (MA) status due to BellSouth not being ready. CWINS stated the root cause "The collocation configuration was in an old outdated configuration." (MVC-Exhibit 1) BellSouth further stated "the CO was not wiring and they had to dispatch a tech. All lines were coming up no dial tone, Bell said that they should be worked before the end of this week."

- Notices are received late if at all. MVC-Exhibit 2. BellSouth's Guide, Section 6.3, for Bulk Migration, Two (2) Hours To Go Ahead Notification (For Non-Coordinated Bulk Migration) states notification will be provided using one of three methods, fax, e-mail, or web based tool. The CLEC is to be notified within a maximum of 2 hours of the cut over. The completion notice is the trigger the CLEC uses to port or cut the customer over to the CLEC's network. Lengthy delays in receiving the notice are causing customer's to be without service for extended time periods.

- RollBack/Throwback process doesn't work efficiently for customer's who go down. When a customer is out of service, our center must e-mail the CWINS center within 24 hours of the cut and request the "throwback". If

1 the number port has been completed, the center must also call Fleming
2 Island LCSC to coordinate. The CLEC center must also notify the Project
3 Manager, and either send a supplemental request for a new date or
4 request to cancel the request. The process is labor intense and
5 encounters frequent challenges.

- 6
- 7 • PMAP Tool has slow response time and some Reports are not available.
8 MVC-Exhibit 3. BellSouth created a tool on the Performance Measures
9 and Analysis Platform (PMAP) site to provide order status relative to bulk
10 migrations. The tool provides due date availability, special handling,
11 options, and status.

- 12
- 13 • Root Cause Explanation for Outages. BellSouth is unable to provide a
14 resolution. BellSouth finds "system problem" unique to "this order", but
15 unable to provide resolution. MVC-Exhibit4

16
17
18 **Q: DOES THE CONVERSION PROCESS ALLOW FOR TIMELY ESCALATIONS?**

19
20 **A:** No, outages last for hours and require resources that are already scheduled to
21 work on new cuts. The process is long and cumbersome, and more importantly
22 the customer is hurt, and the outage normally occurs during critical working hours
23 for business/government customers. Furthermore, DeltaCom is placed in a bad

1 light due to the fact that we are not in control of the conversion and are not
2 provided information by BellSouth that permits us to communicate effectively with
3 the customer. BellSouth provides vague explanations as to the root cause of the
4 problem.

5
6
7 **Q: DO YOU SEE ANY OTHER PROBLEMS WITH BELL SOUTH'S PROPOSED**
8 **LANGUAGE ON BULK MIGRATIONS?**

9
10 **A:** Yes. As noted by Mr. Watts, DeltaCom has attempted to negotiate rates, terms
11 and conditions associated with the TRO/TRRO and other FCC orders.
12 During the negotiations, DeltaCom requested and BellSouth never responded
13 that BellSouth honor its ten percent discount on non-recurring charges
14 associated with bulk migration orders which BellSouth committed to the FCC. At
15 paragraph 213 of the TRRO the FCC noted that in BellSouth's Comments to the
16 FCC at 24 and at 34, BellSouth stated that it offers "a batch hot cut process at a
17 ten percent discount off of the applicable state -established hot cut NRC to
18 account for efficiencies gained by using a batch process." (See MVC Exhibit 5).
19 BellSouth has thus far refused to provide DeltaCom the ten percent discount on a
20 stand-alone basis without adopting BellSouth's entire template, Attachment 2
21 language for the TRO/TRRO and because of the upcoming deadline March 10,
22 2006 deadline DeltaCom has had to place orders for UNE-P to UNE-L migration.
23 DeltaCom has also requested in negotiations to have a true-up of this discount

1 back to March 11, 2005 and BellSouth has failed to respond. Additionally,
2 DeltaCom has placed migration orders as coordinated rather than non-
3 coordinated because of the problems experienced. DeltaCom requests that this
4 Commission adopt on an interim basis the BellSouth discount of ten percent to
5 be applied back to the date of March 11, 2005, subject to the establishment of a
6 permanent rate for bulk migrations.

7
8 **Q: WHAT ACTIONS DO YOU RECOMMEND THAT THIS COMMISSION TAKE?**

9 A: I recommend that the Commission take the following actions: (1) adopt the
10 language recommended by Mr. Joe Gillan that requires BellSouth to take
11 financial responsibility for mishandling these conversions and failing to live up to
12 the guidelines BellSouth itself has created and (2) require performance measure
13 report tools to be in service and working so as to monitor performance and (3)
14 require BellSouth to honor its statements made to the FCC regarding the rates
15 for bulk migration subject to true-up and (4) establish a permanent rate for bulk
16 migrations.

17
18 **Q: HAS DELTACOM PROPOSED LANGUAGE RELATING TO TROUBLE**
19 **TICKET ISSUES?**

20 A: Yes, we sought to include the following language:

21
22 *Insofar as it is technically feasible, BellSouth shall test and report*
23 *troubles for all the features, functions, and capabilities of conditioned*
24 *copper lines, and may not restrict its testing to voice transmission*

1 *only. [47 C.F.R. 51.319 a 3(iii) (C)]. Where the root cause of the trouble*
2 *is debatable or difficult to identify and it is a chronic trouble, BellSouth*
3 *and ITCD shall schedule a technical meeting.*
4

5 DeltaCom and BellSouth should be required to test and provide each other test
6 results.
7

8 **Q: DOES THIS CONCLUDE YOUR TESTIMONY?**

9 **A: Yes.**

MVC

Exhibit 1

Conquest, Mary (ITCD)

From: Griffin, John M [John.Griffin@BellSouth.com]
Sent: Monday, April 04, 2005 7:21 AM
To: Conquest, Mary (ITCD)
Cc: Wheeler, Brad; Garney, Cara; Edwards, Nanette (ITCD)
Subject: RE: Accounts put in MA Status 3.28.05

Mary,

The embedded messages made no mention of AL orders. The MS orders are the ones affected by the Collocation configuration. You need to take no action; this was an education issue and has been corrected.

Do you have any specifics on the AL orders? I will check with your project manager and see what he can tell me about them and get back with you.

John Griffin
CWINS Support Manager
205-714-0491

-----Original Message-----

From: Conquest, Mary (ITCD) [mailto:mconquest@itcdeltacom.com]
Sent: Thursday, March 31, 2005 4:21 PM
To: Griffin, John M
Cc: Conquest, Mary (ITCD); Wheeler, Brad; Garney, Cara; Edwards, Nanette (ITCD)
Subject: RE: Accounts put in MA Status 3.28.05

John,
Are you saying both the MS and AL problems were "an old outdated configuration"? How does one go about checking this information before customer's are impacted? Would your process not flag this issue before noticing my centers?
Still need a better understanding how to resolve the issue so it doesn't happen in the future.
Mary

-----Original Message-----

From: Griffin, John M [mailto:John.Griffin@BellSouth.com]
Sent: Thursday, March 31, 2005 4:09 PM
To: Conquest, Mary (ITCD)
Subject: RE: Accounts put in MA Status 3.28.05

Mary,

I am aware of what went on with these. The collocation configuration was in an old outdated configuration. The CO technicians have been made aware of this and there should be no repeat.

John Griffin
CWINS Support Manager
205-714-0491

-----Original Message-----

From: Conquest, Mary (ITCD) [mailto:mconquest@itcdeltacom.com]
Sent: Wednesday, March 30, 2005 10:15 AM
To: Griffin, John M
Subject: FW: Accounts put in MA Status 3.28.05
Importance: High

HELP

-----Original Message-----

From: Ray, Kathryn B [mailto:Kathryn.B.Ray@BellSouth.com]
Sent: Wednesday, March 30, 2005 10:06 AM
To: Conquest, Mary (ITCD)
Subject: Accounts put in MA Status 3.28.05
Importance: High

Mary,

I understand that Ms. Garney and others worked with Ann Tarawneh's group on Tuesday regarding this issue. You will need to redirect your electronic message to Ann Tarawneh, and since you are asking about the Root Cause, to the CWINS Customer Support Manager, John Griffin.

Kathryn Ray

-----Original Message-----

From: Conquest, Mary (ITCD) [mailto:mconquest@itcdeltacom.com]
Sent: Wednesday, March 30, 2005 8:40 AM
To: Ferguson, Cassandra; Ray, Kathryn B
Cc: Conquest, Mary (ITCD); Edwards, Nanette (ITCD)
Subject: FW: Accounts put in MA Status 3.28.05

Casi/Kathy,
This is not a complaint about your support, but rather a plea for you to bring this mess to your upper management's attention. Our agreement was that beginning Monday your centers would be re-trained and all would function smoothly. As all the e-mails indicate that is not the case. We have been in Alabama and Mississippi and find BST is not living up to their commitments, by the way which appear in testimony and on your web site. You are impacting our ability to move our base to facility service, and we have a date set, by which this must be accomplished.
What is needed to get the centers attention? Are your OSS's not functioning correctly?
What Root Cause are you finding on your side.
Please respond via e-mail by close of business today. Thanking you in advance, Mary
Conquest InterCompany Program Manager ITC^DeltaCom/BTI

-----Original Message-----

From: Garney, Cara
Sent: Tuesday, March 29, 2005 11:50 AM
To: 'Casi Ferguson (E-mail)'
Cc: Conquest, Mary (ITCD); Wheeler, Brad; Kimball, Lee
Subject: FW: Accounts put in MA Status 3.28.05

Casi

Please see below. We have committed a certain number of cuts per day based on the guidelines we received regarding the number of cuts Bell can do per day. How can we ensure this does not happen going forward?

Regards,
Cara Garney

-----Original Message-----

From: Garney, Cara <Cara.Garney@itcdeltacom.com>
To: Conquest, Mary (ITCD) <mconquest@itcdeltacom.com>
CC: Tucker, Randy (ITCD) <RTucker@itcdeltacom.com>; Kimball, Lee <Lee.Kimball@itcdeltacom.com>; Lane, Brenda (ITCD) <BLane@itcdeltacom.com>; Stewart Teresa (ITCD) <TStewart@itcdeltacom.com>; Washburn, Rhonda (ITCD) <RWashburn@itcdeltacom.com>; Edwards, Nanette (ITCD) <NEdwards@itcdeltacom.com>

Sent: Tue Mar 29 12:19:13 2005
Subject: Accounts put in MA Status 3.28.05

Mary,

We had 38 lines FOC'd for 3.28.05. 21 were put into MA status due to the Bell not being ready.

See details:

Fillingane Sam Dr. MS# 4104253 BOPI# MS03284614S0, LINE 1 We had to put in MA status. Jack Steel Service Corp MS# 4104247 BOPI#MS03284614S0, LINE 4 Per Kevin x 2218 Placed in MA status RM
Ablest Staffing Services Inc. MS#4104249 BOPI#MS03284614S0, LINE 1 (MA) Compunding Marty's Pharmacy MS#4104255 BOPI#MS03284614S0, LINE 1 (MA) Health Information Design MS#4104258 BOPI#MS03284614S0, LINE 2 (MA) Freeman Frank B DMD MS#4104259 BOPI#MS03284614S0, LINE2 (MA) Dogwood Physical Therpy
MS#4104269 BOPI# MS03284614S0, LINE 2 (MA) Delta Muffler and Exhaust MS#4104270 BOPI#MS03284614S0, LINE 2 (MA) Park Management
MS#4104272 BOPI#MS03284614S0, LINE 2 (MA) Texaco Interstate Stations
MS#4104267 BOPI#MS03284614S0, LINE 1 (MA) Caribian Insurance Agency
MS#4098484 BOPI#NC03214614S0, LINE 3 (MA)

Thanks,
Cara

The information transmitted is intended only for the person or entity to which it is addressed and may contain confidential, proprietary, and/or privileged material. Any review, retransmission, dissemination or other use of, or taking of any action in reliance upon this information by persons or entities other than the intended recipient is prohibited. If you received this in error, please contact the sender and delete the material from all computers. 163

Conquest, Mary (ITCD)

From: Lane, Brenda (ITCD)
Sent: Tuesday, March 29, 2005 1:07 PM
To: Garney, Cara; Washburn, Rhonda (ITCD)
Cc: Conquest, Mary (ITCD)
Subject: RE: Accounts put in MA Status 3.28.05

We have escalated to Ann 205-714-0700 (our Project Managers Boss). Per Jack Shawl in CWINS yesterday ~~the CO was not wiring and they had to dispatch a tech.~~ Per Clarence this is no where in there notes. All the lines were coming up as no dial tone. Ann and Clarence are checking and will call us back. We are stating we should not have to sup the orders that they should be worked before the end of this week.

Thanks

Brenda Lane
Manager
Account Coordination Team
256-264-1621
256-264-1060 Fax
blane@itcdeltacom.com

-----Original Message-----

From: Garney, Cara
Sent: Tuesday, March 29, 2005 11:26 AM
To: Lane, Brenda (ITCD); Washburn, Rhonda (ITCD)
Subject: FW: Accounts put in MA Status 3.28.05

What level have we escalated to at Bell? What date are we rescheduled to?

-----Original Message-----

From: Kimball, Lee
Sent: Tuesday, March 29, 2005 12:25 PM
To: Garney, Cara
Subject: Re: Accounts put in MA Status 3.28.05

This is not good!

Let me know if we need to escalate..

-----Original Message-----

From: Garney, Cara <Cara.Garney@itcdeltacom.com>
To: Conquest, Mary (ITCD) <mconquest@itcdeltacom.com>
CC: Tucker, Randy (ITCD) <RTucker@itcdeltacom.com>; Kimball, Lee
<Lee.Kimball@itcdeltacom.com>; Lane, Brenda (ITCD) <BLane@itcdeltacom.com>; Stewart,
Teresa (ITCD) <TStewart@itcdeltacom.com>; Washburn, Rhonda (ITCD)
<RWashburn@itcdeltacom.com>; Edwards, Nanette (ITCD) <NEdwards@itcdeltacom.com>
Sent: Tue Mar 29 12:19:13 2005
Subject: Accounts put in MA Status 3.28.05

Mary

We had 38 lines FOC'd for 3.28.05 21 were put into MA status due to the Bell not being ready.

See details:

Fillingane Sam Dr. MS# 4104253 BOPI# MS03284614S0, LINE 1 We had to put in MA status.
Jack Steel Service Corp MS# 4104247 BOPI#MS03284614S0, LINE 4 Per Kevin x 2218 Placed i.

MA status RM

Ablest Staffing Services Inc. MS#4104249 BOPI#MS03284614S0, LINE 1 (MA) Compunding Marty's
Pharmacy MS#4104255 BOPI#MS03284614S0, LINE 1 (MA) Health Information Design MS#4104258
BOPI#MS03284614S0, LINE 2 (MA) Freeman Frank B DMD MS#4104259 BOPI#MS03284614S0, LINE2
(MA) Dogwood Physical Therpy MS#4104269 BOPI# MS03284614S0, LINE 2 (MA) Delta Muffler and
Exhaust MS#4104270 BOPI#MS03284614S0, LINE 2 (MA) Park Management MS#4104272
BOPI#MS03284614S0, LINE 2 (MA) Texaco Interstate Stations MS#4104267 BOPI#MS03284614S0,
LINE 1 (MA) Caribian Insurance Agency MS#4098484 BOPI#NC03214614S0, LINE 3 (MA)

Thanks,
Cara

Conquest, Mary (ITCD)

From: Wheeler, Brad
Sent: Wednesday, March 23, 2005 4:53 PM
To: Wheeler, Brad; 'Casi Ferguson (E-mail)'
Cc: Conquest, Mary (ITCD); Garney, Cara
Subject: RE: CAN'T OPEN TKT

called bell for status on tkt.

It was closed [REDACTED] Bell repaired jumper in x-box

-bw
x6933

-----Original Message-----

From: Wheeler, Brad
Sent: Wednesday, March 23, 2005 12:50 PM
To: Wheeler, Brad; Casi Ferguson (E-mail)
Cc: Conquest, Mary (ITCD); Garney, Cara
Subject: RE: CAN'T OPEN TKT

ITCD [REDACTED] had to be manually created.

Originally given [REDACTED] to GCB today after I complained

-bw
x6933

-----Original Message-----

From: Wheeler, Brad
Sent: Wednesday, March 23, 2005 12:21 PM
To: Casi Ferguson (E-mail)
Cc: Conquest, Mary (ITCD)
Subject: CAN'T OPEN TKT

Everyone keeps saying that they have no record for the following order and circuits for us to open a trouble against!

How is this possible? I have been on the phone for over 20 minutes!!!

This is the [REDACTED] because we did not see Go-Ahead Notification.
[REDACTED]

-----Original Message-----

From: Tech.Talk@BellSouth.com [mailto:Tech.Talk@BellSouth.com]
Sent: Tuesday, March 22, 2005 7:02 PM
To: BLane@itcdeltacom.com; Cindy.Doerfer@itcdeltacom.com
Subject: BellSouth

BELLSOUTH --- Go-Ahead Notification

BellSout has completed The transfer of the following circuit(s) to your fa lities

Order Type and Number N143QPY5
Due Date: 20050321
Wire Center: 256764

Exchange Carrier ID: 7727
Purchase Order Number: BWFLRNALMA10
Billing Account Number 256 M69-6304

Local Serving Office:
BellSouth Circuit Identification:
Your Circuit Identification (if provided)

256764
10.TYNU.506301..SC

Local Serving Office:
BellSouth Circuit Identification:
Your Circuit Identification (if provided):

256764
10.TYNU.506302..SC

-bw
x6933

MVC

Exhibit 2

Conquest, Mary (ITCD)

From: Lane, Brenda (ITCD)
Sent: Tuesday, July 19, 2005 5:44 PM
To: Tucker, Randy (ITCD); Stewart, Teresa (ITCD)
Cc: Garney, Cara; Conquest, Mary (ITCD)
Subject: Non-Coordinated BOPI TN07194614B0

9 customers / 25 lines

We had one customer that was dropped this time around. The go-ahead notification was not received on PON DLT5UNEL4136279A (5 lines).

BTN 423-892-8539
Bell Order # N958B1H2

Customer called in a trouble at 1:49pm, the lines were activated at 3:41pm. TT# 11418411

Thanks

Brenda Lane
Manager
Account Coordination Team
256-264-1621
256-264-1060 Fax
blane@itcdeltacom.com

7-20 John L ✓ 8

7/20/2005

MVC

Exhibit 3

Conquest, Mary (ITCD)

From: Gardner, Deborah L [Deborah.Gardner@bellsouth.com]
Sent: Friday, August 05, 2005 10:55 AM
To: mconquest@itcdeltacom.com
Cc: Sherwood, Suzy
Subject: FW: Feedback request (sent via Oracle):

Mary,

The completed BOPIs not appearing on the Completed / Cancelled Report should be fixed as of 8/22. This had already been internally identified and the repair scheduled.

Completed Cancelled BOPIs should appear on that report for 7 days

The cause of the response time slow down was identified Aug 2 and a request was submitted to have the filters removed from the tool to increase the response time. I have not yet been provided a scheduled implementation date for the slow down fix, but I'll pass it on when I get it.

Thanks,
Debbie Gardner
Analyst - CLEC Interface Group
404-927-2175

DATE: 08/01/05 05:59:29
FEEDBACK ID: 1020
FIRST NAME: 48F14B80FD
LAST NAME: Mary Conquest
COMPANY: ITC^DeltaCom
PHONE: 256 382 5967
EMAIL: mconquest@itcdeltacom.com
ERROR DESC: Enter your feedback here
PROBLEM: PMAP keeps getting slower and we do not have access to the Completed/Cancelled BOPI report. We should be able to view these.

"The information transmitted is intended only for the person or entity to which it is addressed and may contain confidential, proprietary, and/or privileged material. Any review, retransmission, dissemination or other use of, or taking of any action in reliance upon, this information by persons or entities other than the intended recipient is prohibited. If you received this in error, please contact the sender and delete the material from all computers." 118

Conquest, Mary (ITCD)

From: Sherwood, Suzy [Suzy.Sherwood@BellSouth.COM]
Sent: Tuesday, August 02, 2005 1:25 PM
To: mconquest@itcdeltacom.com
Subject: PMAP Feedback Request

Mary -

Just wanted to let you know that I have received your PMAP Feedback request and am in the process of investigating. I have learned that the slow response time may be due to the filter function, which I believe we are going to remove. Hopefully this will help with the response time. I will keep you posted on this one.

I have someone looking into why you cannot access your Completed/Cancelled BOPI report and will get back with you as soon as I hear back.

Thanks!

Suzy Sherwood
Data Analyst - CLEC Interface Group
404-927-4436
ssherwood@imcingular.com

The information transmitted is intended only for the person or entity to which it is addressed and may contain confidential, proprietary, and/or privileged material. Any review, retransmission, dissemination or other use of, or taking of any action in reliance upon this information by persons or entities other than the intended recipient is prohibited. If you received this in error, please contact the sender and delete the material from all computers.
163

8/2/2005

BELLSOUTH[®] Performance Measurement and Analysis Platform

| [Home](#) | [Switchboard](#) | [Logout](#) | [Account Mgmt](#) | [Web Services](#) | [Contact Us](#) | [Exhibits](#) | [Site Help](#) |

Thank You for your feedback

We appreciate your feedback! It will be routed to a support person as soon as possible.
If you would like to provide additional feedback, please submit another feedback.
Your feedback reference number is: 48F14B80FD

* required field.

Feedback Information:

Name:*

Mary Conquest

Company:*

ITC^DeltaCom

Phone:*

256 382 5967

Fax:

256 382 3936

Email:*

mconquest@itcdeltaco

Address:

7067 Old Madison Pike
Ste 400
Huntsville, AL
35896

Your Comments:

Enter your feedback here
PROBLEM: PMAP keeps getting slower and we do not have access to the Completed/Cancelled BOPI report. We should be able to view these.

Please hit submit button only once.

Confidential/Proprietary: Contains private and/or proprietary information. May not be used or disclosed outside the BellSouth companies except pursuant to a written agreement. PMAP Web Delivery 4.0.1425.28326

BELLSOUTH® Performance Measurement and Analysis Platform

| [Home](#) | [BellSouth.com](#) | [Login](#) | [Web Services](#) | [Contact Us](#) | [Exhibits](#) | [Site Help](#)

PMAP System Error

There was a system error that occurred in the processing of your request.

The system has automatically dispatched an operator to correct the problem, please try your request later. We apologize for the inconvenience.

Confidential/Proprietary: Contains private and/or proprietary information. May not be used or disclosed outside the BellSouth companies except pursuant to a written agreement. Copyright 2002.

MVC

Exhibit 4

BELLSOUTH

BellSouth Telecommunications, Inc.
600 19th Street North
12/83
Birmingham, AL 35203

John.Griffin@BellSouth.com

John Griffin
CWINS Support Manager

Phone (205) 714-0491
Fax (205) 321-3178

August 2, 2005

Mary Conquest
ITC^DeltaCom

Subject: RCA for service order N958B1H2

Dear Mary Conquest:

This letter is in response to your request for a Root Cause Analysis (RCA) concerning service order N958B1H2.

Service order N958B1H2 was part of a non-coordinated UNE-P to UNE-L bulk migration scheduled for conversion on July 19, 2005. The bulk consisted of 9 service orders, of which, four (4) required an outside dispatch while the remaining five (5) were converted to UNE loop by central office personnel. The Enhanced Delivery Initiative (EnDI) application provided mechanized "Go-ahead" notification messages to the CLEC on eight (8) of the nine (9) orders between 8:29 AM through 10:27 AM.

This specific service order required a dispatch to complete the conversion. The cutover and service order completion activity was concluded at 8:36 AM on the due date. At 2:30 PM, BST personnel monitoring EnDI provisioning reports observed that the order was still in pending status. A follow up was made, per their process, to ensure the order was loaded to be worked. During this follow up, it was discovered that the field conversion had been made earlier in the day, however, the electronic notification to port had not been sent to DeltaCom. BST personnel immediately sent a manual "Go-Ahead" email message to Brenda Lane of DeltaCom. A follow up was made at 5:30 PM to monitor the port activity for the telephone numbers and it was discovered that DeltaCom still had not activated a port message. A call was placed to the contact number provided by DeltaCom to advise that porting still had not occurred and that an activate message needed to be sent to NPAC. The five (5) numbers were ported at 5:34 PM.

On-going investigation indicates a system problem that was unique to this order. Efforts to replicate the error have not been successful. The system support administrators for all the involved systems are still actively pursuing investigation as to the root cause of the system problem. All other orders in that office for that day processed correctly.

Sincerely,
John Griffin
CWINS Support Manager

BellSouth
Customer Care

Conquest, Mary (ITCD)

From: Griffin, John M [John.Griffin@BellSouth.com]
Sent: Tuesday, August 02, 2005 2:05 PM
To: Conquest, Mary (ITCD)
Subject: RCA for Bulk Migration

Mary,

You had asked for a Root Cause Analysis on service order N958B1H2 have attached it to this email.

<<N958B1H2.pdf>>

Let me know if you need anything further.

John Griffin

CWINS Support Manager

205-714-0491

The information transmitted is intended only for the person or entity to which it is addressed and may contain confidential, proprietary, and/or privileged material. Any review, retransmission, dissemination or other use of, or taking of any action in reliance upon this information by persons or entities other than the intended recipient is prohibited. If you received this in error, please contact the sender and delete the material from all computers.

162

8/2/2005

Conquest, Mary (ITCD)

From: Lane, Brenda (ITCD)
Sent: Friday, July 29, 2005 5:50 AM
To: Tucker, Randy (ITCD)
Cc: Conquest, Mary (ITCD)
Subject: FW: BellSouth - Late Go Ahead Notification

We just rec'd the BellSouth go-ahead notification on the non-coordinated PON for the 19th. This is the one that we didn't receive on the cut date.

Thanks

Brenda Lane
Manager
Account Coordination Team
256-264-1621
256-264-1060 Fax
blane@itcdeltacom.com

-----Original Message-----

From: Tech.Talk@BellSouth.com [mailto:Tech.Talk@BellSouth.com]
Sent: Thursday, July 28, 2005 5:32 PM
To: BLane@itcdeltacom.com; UNEL@itcdeltacom.com
Subject: BellSouth

BELLSOUTH --- Go-Ahead Notification

BellSouth has completed The transfer of the following circuit(s) to your facilities

Order Type and Number: N958B1H2
Due Date: 20050719
Wire Center: 423892

Exchange Carrier ID: 7727
Purchase Order Number: DLT5UNEL4136279A
Billing Account Number 423 M10-3346

Local Serving Office: 423892
BellSouth Circuit Identification: 80.TYNU.510066 SC
Your Circuit Identification (if provided)

Local Serving Office: 423892
BellSouth Circuit Identification: 80.TYNU.510067 SC
Your Circuit Identification (if provided):

Local Serving Office: 423892
BellSouth Circuit Identification: 80.TYNU.510068..SC
Your Circuit Identification (if provided):

Local Serving Office: 423892
BellSouth Circuit Identification: 80.TYNU.510069..SC
Your Circuit Identification (if provided):

Local Serving Office:
BellSouth Circuit Identification:
Your Circuit Identification (if provided):

423892
80.TYNU.510070..SC

MVC

Exhibit 5

In light of these new procedures, we cannot conclude that the hot cut processes will be insufficiently scalable to handle those lines that are transitioned from UNE-P to UNE-L arrangements. Rather, any inadequacies in carriers' hot cut performance can be addressed through enforcement of interconnection agreements and, in the case of BOCs, complaints pursuant to section 271(d)(6).⁵⁷⁰

212. We find that these batch hot cut processes also help address concerns about service disruptions. In particular, some of these new batch hot cut processes offer competing carriers the ability to schedule hot cuts outside of normal business hours.⁵⁷¹ This increased flexibility provides the potential to reduce the risk that any delays or disruptions will come during a time of day when they are likely to be observed by mass market customers.

213. Further, the record reveals that these batch hot cut processes have lower NRCs. For example, the New York DPS has approved Verizon's new batch hot cut processes, adopting hot cut NRCs far below the \$185 per line cited in the *Triennial Review Order*.⁵⁷² Region-wide, BellSouth offers a batch hot cut process at a ten percent discount off of the applicable state-established hot cut NRC to account for the efficiencies gained by using a batch process.⁵⁷³ Qwest has also instituted a batch hot cut process that is available at prices below the TELRIC rates set by state commissions for individual hot cuts.⁵⁷⁴ SBC has implemented a variety of enhancements to its hot cut processes that will result in lower hot cut

(Continued from previous page)

(N.Y. DPS Aug. 25, 2004) (*New York Hot Cut Order*), cited in Verizon Comments at 113. We note, in contrast, that Verizon's ability to perform the necessary volumes of hot cuts in New York was a particular concern in the *Triennial Review Order*. 18 FCC Rcd at 17272, para. 469. Some states only initiated batch hot cut proceedings in response to the *Triennial Review Order*, and have not completed those proceedings. We emphasize, however, that regardless of the status of the state proceedings, each of the BOCs has adopted batch hot cut processes throughout its territory and has based its advocacy with regard to unbundled mass market local switching on the continued availability of these processes.

⁵⁷⁰ 47 U.S.C. § 271(d)(6).

⁵⁷¹ For example, Qwest designed its batch hot cut process to "perform [the physical cut over of the loops] in the[] early morning hours," as early as 3 a.m., to ensure "little or no disruption to the end users [sic] service and [to permit technicians to work] on frames in an efficient manner with little to no traffic on them." Qwest Comments, Attach. 1 at 35. BellSouth is in the process of adding new hot cut features including after hours and weekend hot cuts. See BellSouth Comments at 31-32. SBC also offers extended business hours during which hot cuts can be performed. See Kansas Commission Comments at 17. As part of Verizon's "project" process for large volumes of hot cuts, loops included in the project are typically cut over after normal business hours." *New York Hot Cut Order* at 16.

⁵⁷² Specifically, the New York Department set rates as follows: for a basic 2-wire line, \$42.36 for the initial line and \$29.42 for each additional line; for a basic 4-wire line, \$69.60 for the initial line and \$45.09 for each additional line; for each line in a "large job" hot cut, \$33.84 for the initial line and \$27.92 for each additional line; and for each line in a "batch" hot cut, \$28.17 for the initial line and \$23.72 for each additional line. *New York Hot Cut Order*.

⁵⁷³ BellSouth Reply at 24; see also BellSouth Comments at 34

⁵⁷⁴ Qwest Comments at 50. In most Qwest states, per-line batch hot cut rates are .5% to 16.8% less than the individual hot cut rates. Qwest Reply at 85.

**BEFORE THE
SOUTH CAROLINA PUBLIC SERVICE COMMISSION**

**DIRECT TESTIMONY OF JERRY WATTS
ON BEHALF OF
ITC^DELTACOM COMMUNICATIONS, Inc.**

DOCKET NO. 2004-316-C

**PETITION OF BELL SOUTH TELECOMMUNICATIONS, INC. TO ESTABLISH
GENERIC DOCKET TO CONSIDER AMENDMENTS TO INTERCONNECTION
AGREEMENTS RESULTING FROM CHANGE OF LAW**

August 23, 2005

Q: PLEASE STATE YOUR NAME POSITION AND BUSINESS ADDRESS.

A: My name is Jerry Watts, I am Vice President of Government and Industry Affairs for ITC^DeltaCom, Communications, Inc. d/b/a ITC^DeltaCom ("DeltaCom"). My business address is 7037 Old Madison Pike Huntsville, Alabama, 35806.

Q: PLEASE DESCRIBE YOUR EDUCATIONAL BACKGROUND AND BUSINESS EXPERIENCE.

A: I am a graduate of Auburn University with a B.S. in Accounting. I have over thirty years experience in the telecommunications industry including positions with Southern Bell, South Central Bell, BellSouth, AT&T, and ITC^DeltaCom. Most of my career has been in the area of Government Affairs with responsibility for both regulatory and legislative matters at the state and federal level.

I have served as an officer or board member for several industry associations including the Alabama Mississippi Telephone Association, The Georgia Telephone Association, The Alabama Inter-Exchange Carriers Association, The Southeastern Competitive Carriers Association and The Georgia Center for Advanced Telecommunications Technology. I currently serve as President of The Competitive Carriers of the South, ("CompSouth"), a non-profit association of 20 competitive telecommunications companies operating in the Southeast. I also serve as a board member of CompTel/ALTS. CompTel/ALTS is the leading industry association representing 350 competitive facilities-based telecommunications service providers, emerging VoIP providers, integrated

1 communications companies, and their supplier partners. CompTel/ALTS
2 members are building and deploying packet and IP-based networks to provide
3 competitive voice, data and video services in the U.S. and around the world. The
4 association, based in Washington, D.C., includes companies of all sizes and
5 profiles, from the largest next-generation network operators to small,
6 entrepreneurial companies. I have previously presented testimony in Georgia.

7
8 **Q: WHAT ARE YOUR RESPONSIBILITIES AT ITC^DELTACOM?**

9 A: I am responsible for ITC^DeltaCom's relationship with state and federal
10 government entities including state public utility commissions, state legislatures,
11 the FCC and the US Congress. I am also responsible for facilitating the working
12 relationship of ITC^DeltaCom with other telecommunications companies
13 including incumbent local exchange companies, competitive local exchange
14 companies and other providers.

15
16 **Q: WHAT IS THE PURPOSE OF YOUR TESTIMONY?**

17 A: The purpose of my testimony is to provide DeltaCom's position on certain generic
18 issues jointly filed with the Commission by CompSouth and BellSouth and
19 additional issues identified in DeltaCom's bilateral TRO/TRRO negotiations with
20 BellSouth. I will also discuss the current status of DeltaCom's interconnection
21 agreement negotiations. I will describe how DeltaCom can participate in the
22 generic proceedings as well as two-party interconnection agreement negotiations
23 pursuant to Sections 251, 252 and 271 of the Telecom Act.

1 **Q. WHAT IS THE PURPOSE OF THIS PROCEEDING AND WHAT OTHER**
2 **ACTION WILL BE REQUIRED TO COMPLETE THE CHANGE OF LAW**
3 **PROCESS RESULTING IN A COMMISSION APPROVED INTERCONNECTION**
4 **AGREEMENT THAT IS COMPLIANT WITH THE TRO/TRRO?**

5 A. The purpose of the generic proceeding is to hear generic testimony for those
6 issues identified on the issues list jointly filed by CompSouth and BellSouth. It
7 was agreed that this process would include the approval by the Commission of
8 policies resulting in compliant language to be used in TRO/TRRO amendments
9 or new interconnection agreements that would subsequently be filed by
10 BellSouth and each CLEC for approval by the Commission. In the case of
11 DeltaCom and some other CLECs, the approved TRO/TRRO language will be
12 used in conjunction with other language negotiated or arbitrated for their new
13 interconnection agreements.

14
15 **Q. HAS DELTACOM SOUGHT THE MOST EFFICIENT PROCESS TO RESOLVE**
16 **ITS ISSUES WITH BELLSOUTH?**

17 A. Yes. During the early stage of discussions with BellSouth, DeltaCom
18 recommended that the parties agree to a framework for the negotiations that
19 would accommodate deferral of certain issues to the generic proceedings, and
20 separate dispute resolution of issues that were unique to the DeltaCom and
21 BellSouth circumstances. In the present case, DeltaCom and BellSouth will
22 attempt to resolve all issues for the new interconnection agreement through

1 negotiations and can seek arbitration of the non-generic issues that cannot be
2 resolved.

3
4 **Q: PLEASE DESCRIBE THE EVENTS LEADING TO THIS DOCKET.**

5 A. The interconnection agreement provides for a bilateral change of law process
6 between BellSouth and DeltaCom. Both companies are currently engaged in
7 that process with the stated purpose of negotiating a TRO/TRRO amendment. In
8 December of 2004, DeltaCom approached BellSouth with a request to begin
9 negotiations so that we could reach agreement as soon as possible for a
10 TRO/TRRO amendment. Our sense of urgency was driven by the need to begin
11 the conversion of facilities consistent with the provisions of the TRO/TRRO.
12 BellSouth responded that it was not practical to begin negotiations until after the
13 FCC released its written order. On or about March 14, 2005, BellSouth sent a
14 change of law request to begin negotiations thereby triggering the change of law
15 process provided for in the DeltaCom/BellSouth interconnection agreement.
16 BellSouth sent its template language to DeltaCom at approximately the same
17 time. DeltaCom responded with its own version of template language using a
18 combination of the previously negotiated/arbitrated DeltaCom/BellSouth
19 interconnection agreement Attachment 2 with appropriate changes related to the
20 TRO/TRRO requirements. Over the course of the 90-day period, the parties
21 exchanged draft versions of Attachment 2 and participated in numerous
22 negotiation sessions. While DeltaCom compromised and moved to certain
23 BellSouth proposed language, BellSouth as of the date of this testimony, has not

1 agreed to any substantive language proposed by DeltaCom related to the
2 TRO/TRRO. Because of the pending March 11, 2006 deadline, DeltaCom
3 sought early in the negotiations to reach an ***"interim transitional amendment"***
4 so that it could begin moving high capacity loops and transport that are in non-
5 impaired areas. BellSouth rejected DeltaCom's request saying it was unwilling to
6 make any TRRO changes until the completion of the entire Change of Law
7 process. Based on experience in other negotiations, DeltaCom believes that the
8 BellSouth negotiators were not authorized to agree to compromise language that
9 was repeatedly offered in good faith by DeltaCom. Because the entire
10 interconnection agreement in South Carolina has expired and is up for
11 negotiation, and because the parties have not had sufficient time to negotiate the
12 entire agreement, Deltacom and BellSouth can include the language approved in
13 the generic in their on-going negotiations for a new interconnection agreement.
14 From the beginning, DeltaCom has understood the urgency of transitioning our
15 network to new service arrangements that are necessitated by the TRO/TRRO.
16 DeltaCom believes that the FCC and this Commission expect both DeltaCom
17 and BellSouth to undertake whatever processes are required to insure
18 uninterrupted service to existing customers while protecting the interest of both
19 companies. Faced with the upcoming March 11, 2006 deadline and
20 understanding that the change of law process, including the generic cases, will
21 likely not be completed by that date, DeltaCom sought dispute resolution in
22 Alabama, Florida, Georgia, Louisiana, North Carolina and Tennessee reasoning
23 that an interim compromise could be reached pending the final outcome of the

1 generic cases. Regrettably, BellSouth has stated that it is unwilling to participate
2 in a two-party mediation or dispute resolution process with DeltaCom. BellSouth
3 has taken the non-sensical position that they will continue negotiations with
4 DeltaCom but will not participate in a non-binding mediation process in those
5 states where it was requested. It is difficult to understand why a company
6 engaged in good faith negotiations would refuse to even attempt mediation. To
7 ensure an orderly transition that does not jeopardize customers' service,
8 BellSouth should agree to an interim amendment to the existing interconnection
9 agreement that can be trued-up following final decisions by the Commission.
10

11 **Q: DOES YOUR TESTIMONY ADDRESS ITC^DELTACOM'S POSITION ON ALL**
12 **UNRESOLVED ISSUES?**

13 **A:** No. I address our position on certain issues.
14

15 **Steven Brownworth** will discuss:

- 16 • migration issues related to high capacity loop and transport and IDLC
17 loops.

18
19 **Mary Conquest** will discuss:

- 20 • bulk migration issues and trouble resolution.

21
22 I will address the following issues in my testimony:
23

- Transitional Period for UNE-P (Merger/Acquisition)
- Issues raised during our bilateral negotiations

Q: WHAT IS DELTACOM'S PROPOSED LANGUAGE TO INCORPORATE TRO/TRRO ORDERS FOR ATTACHMENT 2?

A: Attached as Exhibit JW-1 is our proposed language for specific issues related to Attachment 2 and raised with BellSouth. Specifically, DeltaCom seeks language that (1) allows DeltaCom to merge another CLEC's UNE-P embedded base without changing the transitional pricing; (2) allows DeltaCom to order access services to a collocation site; (3) allows DeltaCom to convert resold services to UNEs or combinations of UNEs where available; and (4) incorporates the Core ISP decision.

Q: WHAT ARE THE OPERATIONAL AND BUSINESS IMPERATIVES THAT SUPPORT YOUR POSITION?

A: Our primary objective is to obtain a cost effective and efficient means of transitioning existing consumers (both government and private industry) without service interruption. Mr. Brownworth will discuss in more detail the changes that are necessary and the critical elements needed to make this transition. The issues addressed by Mr. Brownworth are the most critical to the migration of high capacity loops/transport.

1 **Q: PLEASE STATE WHETHER EMBEDDED BASE LIMITATIONS PROHIBIT**
2 **CLECS FROM ADDING A LINE TO EXISTING CUSTOMERS INCREASING**
3 **LINES IN CONJUNCTION WITH A MERGER WITH ANOTHER COMPANY**
4 **WHEN THE END USER CUSTOMER WAS RECEIVING SERVICE FROM A**
5 **CLEC VIA UNE-P PRIOR TO MARCH 11, 2005? WHAT TERMS AND**
6 **CONDITIONS SHOULD APPLY DURING AND AFTER THE TRANSITION**
7 **PERIOD?**

8 A: No. Although BellSouth takes the position that lines cannot be added to existing
9 customers or through merger activity, DeltaCom believes that the TRO/TRRO
10 does not explicitly prohibit either situation. DeltaCom has proposed language at
11 Exhibit JW-1 regarding the terms and conditions of the transition period as well
12 as the process for transferring embedded UNE-P customers.
13

14 **Q: ARE THERE ANY OTHER CHANGE OF LAW ISSUES NOT RELATED TO**
15 **THE TRO/TRRO THAT HAVE BEEN RAISED?**

16 A: Yes. The Pick and Choose Order and the Core ISP Remand Order. However, I
17 will focus on the Core ISP Remand decision. The Core ISP remand order states
18 that the growth caps and new markets rule no longer applies. BellSouth takes the
19 position that the template language in the interconnection agreement should not
20 incorporate this FCC order and points to the fact that BellSouth has reached
21 individual settlements with certain carriers. For the template agreement,
22 DeltaCom recommends the language noted in Exhibit JW-1.
23

1 Q: DOES THIS CONCLUDE YOUR TESTIMONY?

2 A: Yes.

[BST-Proposes to modify] BellSouth shall, upon request of ITC^DeltaCom and to the extent technically feasible, provide to ITC^DeltaCom access to its unbundled network elements for the provision of ITC^DeltaCom's telecommunications service. [BST-Proposes to delete-covered in commingling Section 1.10] At ITC^DeltaCom's option, access services may be ordered to the collocations space. [ITCD seeks to keep this sentence].

Should a CLEC merge its embedded customer base with ITCD prior to March 11, 2006, that CLEC's embedded customer base shall be included with ITCD's pursuant to the rates, terms and conditions contained herein. Additionally, BellSouth shall continue to provide the same features, functions, and quality of service for local switching for the embedded base of customers during the transition period.

[BST seeks to strike] To the extent BellSouth converts a resold service to unbundled network elements or combination of network elements for any telecommunications carrier, BellSouth shall make available to ITC^DeltaCom the same conversion for the same services and elements on the same terms and conditions and at the same rates, if any; provided, however that the rate for such conversion shall not exceed those rates set forth in **Exhibit D** to this Attachment

Interconnection Compensation

6.2 ISP-Bound Traffic Definition: ISP-Bound Traffic is defined as calls to an information service provider or Internet service provider (ISP) that are dialed by using a local dialing pattern (7 or 10 digits) by a calling party in one LATA to an ISP serving the same LATA, except for that portion of the calls that are completed using switched access arrangements as defined in the Parties' respective tariffs as filed and effective with the appropriate Commission. ISP-bound Traffic is not Local Traffic subject to reciprocal compensation, but instead is information access traffic subject to the FCC's jurisdiction. ISP-Bound traffic is interstate in nature. ISPs are to be treated as end users and are not subject to access charges.

6.3 The Parties shall compensate each other for the call transport and termination of ISP-bound Traffic at the rate set forth below in Sections 6.3.1.

6.3.1 The Parties shall charge the rate of \$.0007 per minute of use for ISP-bound traffic regardless of whether CLEC is entering into a new market.

6.3.2 Notwithstanding anything to the contrary in this Agreement, the volume of ISP bound Traffic for which one Party may bill the other shall **no longer be** subject to a growth **cap pursuant to WC Docket NO. 03-171.**

**BEFORE THE
SOUTH CAROLINA PUBLIC SERVICE COMMISSION**

DIRECT TESTIMONY OF STEVE BROWNORTH

ON BEHALF OF

ITC^DELTACOM COMMUNICATIONS, Inc.

DOCKET NO. 2004-316-C

**PETITION OF BELL SOUTH TELECOMMUNICATIONS, INC. TO ESTABLISH
GENERIC DOCKET TO CONSIDER AMENDMENTS TO INTERCONNECTION
AGREEMENTS RESULTING FROM CHANGE OF LAW**

August 23, 2005

1 **Q: PLEASE STATE YOUR NAME, POSITION AND BUSINESS ADDRESS.**

2 A: My name is Steve Brownworth. I'm the Vice President of Systems
3 Planning for ITC^DeltaCom Communications, Inc. My business address is
4 1791 O.G. Skinner Drive, West Point, Georgia 31833.

5
6 **Q: PLEASE DESCRIBE YOUR BUSINESS EXPERIENCE AND**
7 **BACKGROUND.**

8 A: I received a bachelor's degree with a major in Quantitative Methods from
9 the University of Illinois – Chicago in 1982. I have over 20 years of
10 telecommunications experience. My experience primarily lies in the
11 design and deployment of IXC and CLEC architecture.

12
13 I am responsible for the network architecture of the local and long-
14 distance voice network, data network (ATM/Frame/IP) and our fiber optic
15 transport network. In my role at ITC^DeltaCom, I've assisted other
16 companies in their initial network design and configurations including
17 SoLinc, PowerTel and Mindspring. These responsibilities include off-net
18 vendor management, the negotiation of contracts with ITC^DeltaCom's
19 IXC and CAP providers and determining how to best utilize the facilities
20 offered in the interconnection agreement in the ITC^DeltaCom network.

21
22 Prior to joining ITC^DeltaCom, I spent five years, 1989-1994, with MCI as
23 Sr. Manager, Network Design, managing strategic designs of their SONET

1 transmission deployment, real-time restoration and reliability plans,
2 dynamic switch routing and capital cost justifications. Prior to MCI, from
3 1982 to 1989, I held management positions with Telecom*USA,
4 SouthernNet and Telesphere, in switch network design, traffic
5 engineering, line cost, and provisioning.

6
7 **Q: HAVE YOU PREVIOUSLY TESTIFIED BEFORE THIS COMMISSION?**

8 A: No, not that I recall.
9

10 **Q: WHAT IS THE PURPOSE OF YOUR TESTIMONY?**

11 A: The purpose of my testimony is to direct the Commission's attention to
12 those issues that are critical to DeltaCom's ability to comply with the TRO
13 and TRRO orders while still providing cost efficient telecommunications
14 services to consumers in South Carolina.
15

16 **Q: WHAT ISSUES ARE CRITICAL TO DELTACOM?**

17 A: Where ITC^DeltaCom seeks to migrate service currently provided by
18 BellSouth, to either an alternative competitive provider ("ACP") or
19 ITC^DeltaCom's collocation sites located in a BellSouth Central Office,
20 should BellSouth be permitted to charge a "rearrangement fee" at a rate
21 which exceeds the cost of installation of a cross-connect? What should be
22 the rate and what language should be included in the Agreement relating
23 to migration to an ACP or to ITC^DeltaCom collocations sites?

1 My company has proposed a proprietary solution and has asked for state
2 Commissions (AL, FL, GA, LA, NC and TN) to mediate this issue. We
3 have existing UNE high capacity loops and transport which are used to
4 serve consumers in South Carolina including state and local governments
5 as well as private industry. DeltaCom has sought for some time an
6 arrangement whereby DeltaCom could begin moving existing UNE high
7 capacity loops and transport away from BellSouth to a third party provider
8 rather than waiting until the generic change of law case is concluded.
9 BellSouth has refused to negotiate such an arrangement. BellSouth has
10 not only been unwilling to negotiate such an interim arrangement, but it
11 also has raised barriers to discourage DeltaCom from moving such
12 facilities.

13
14 BellSouth has not been willing to consider a reasonable non-recurring
15 charge for the disconnection of the high capacity loop or transport from
16 BellSouth's equipment in the central office to a third parties' equipment in
17 that same central office. In negotiations with BellSouth, its representatives
18 claimed that the non-recurring charge applicable to such changes is
19 contained in BellSouth's access tariff. Applying BellSouth's tariffed non-
20 recurring charges to the migration of high capacity transport or loops from
21 BellSouth to a third party provider results in a windfall to BellSouth.
22 BellSouth will be compensated for work that is not performed. As noted in
23 the attached diagrams (Exhibit SB-1), DeltaCom seeks to migrate existing

1 facilities away from BellSouth to a third party provider where possible. The
2 work performed in this scenario is within the central office and no premise
3 visit to the end user is required. Thus, the CLEC to CLEC conversion
4 charge which is currently contained in a large number of BellSouth's
5 interconnection agreements is the appropriate non-recurring charge:

6 **USOC UREWO \$130.54 (first NRC) \$ 40.13 (second NRC).**

7 Given that we are forced to migrate these services due to a regulatory
8 change, it is highly inappropriate for BellSouth to be permitted to assess a
9 full installation or disconnection non-recurring charge as though a new
10 high capacity loop or transport was installed when in fact we are simply
11 reconnecting existing BellSouth facilities (e.g. a DS1 loop) to a third party
12 provider (e.g. a transport provider) in the same central office.

13 BellSouth offers a "Rearrangement Fee" that appears to apply to
14 the connection of a loop or combination to another carrier's transport.
15 BellSouth's description of a "Rearrangement" states that if there is a
16 change in CFA a Rearrangement fee applies. In the past, BellSouth has
17 applied a very narrow definition of "Change in CFA". BellSouth's definition
18 of a "Change in CFA" generally means a rewiring of a DS1 connection
19 within the same ACTL (or in layman's terms a change for the same
20 company) as opposed to changes whereby DeltaCom could rewire the
21 DS1 connection in that Central Office to a third party. For example, a
22 Change of CFA as defined by BellSouth may not even cover moving DS1s
23 within the same collocation. Worse, this rearrangement fee would not

1 apply when DeltaCom moves a DS1 loop off of BellSouth multiplexing
2 equipment to a DeltaCom collocation site in that same BellSouth central
3 office. BellSouth's position is that the DS1 loop has to be disconnected
4 and then reconnected at full FCC tariffed non-recurring charges.

5
6 Reconnection of a facility from BellSouth to a collocation site is treated as
7 a disconnection of one service and establishment of a new service even
8 though the loop to the end user did not change.

9
10 Again, DeltaCom seeks a non-recurring charge that fits the work activities
11 to be performed and does not allow BellSouth excessive recovery and is
12 not unduly intrusive to the end user. The CLEC to CLEC non-recurring
13 charge most closely fits the type of charge that should be applied in this
14 migration.

15
16 **Q: DOES DELTACOM SEEK TO START MOVING EMBEDDED**
17 **FACILITIES IN AREAS BELL SOUTH HAS DESIGNATED AS NON-**
18 **IMPAIRED WHERE AN ALTERNATIVE PROVIDER IS AVAILABLE?**

19 **A:** Yes. We have worked in good faith with BellSouth on transitional
20 language, but we need immediate relief and assistance in moving off the
21 BellSouth UNE network now, not after BellSouth converts the loops and
22 transport from UNEs to FCC special access tariffed services or
23 disconnects the service.

1 It is no surprise BellSouth refuses to negotiate an interim solution.
2 BellSouth is in a no-lose situation. If a CLEC wants to move off the
3 BellSouth network, without commingling language, we have to install new
4 services from the end-user customer to a collocation arrangement. We
5 also have to pay full non-recurring charges. The end result is that both
6 DeltaCom and BellSouth duplicate resources and efforts to re-install a
7 service to an end-user that hasn't asked for any changes and does not
8 require any changes to their service. BellSouth can delay cooperation and
9 convert the existing month-to-month UNEs to higher cost FCC tariffed
10 circuits with multi-year commitments. It is clear to me from my negotiations
11 with BellSouth that BellSouth is very willing to move a CLEC from UNE to
12 FCC special access services and is very unwilling to work with a CLEC to
13 move from UNE to a third party provider.
14

15 **Q: BELL SOUTH REQUESTED IN THE NEGOTIATIONS FOR A**
16 **SPREADSHEET BY DECEMBER 9, 2005 IDENTIFYING THE**
17 **EMBEDDED BASE OF DS1 AND DS3 LOOPS TO BE CONVERTED.**
18 **WHAT IS DELTACOM'S POSITION?**

19 **A:** DeltaCom has tried unsuccessfully to reach terms with BellSouth whereby
20 DeltaCom could begin moving away from BellSouth facilities as soon as
21 possible. What BellSouth does not tell this Commission is that what it
22 really wants is to lock CLECs into long-term volume agreements for FCC
23 special access services such that CLECs won't buy facilities from third

1 parties. BellSouth has not offered DeltaCom a 271 rate for loops and
2 transport. So far, BellSouth has only offered its existing FCC access
3 tariffs. By refusing to negotiate an interim arrangement, BellSouth knows
4 that those CLECs will be concerned that they will be caught with extremely
5 high month to month-special access rates as of March 11, 2006, and
6 therefore will be forced into signing a volume/term agreement that
7 effectively prevents the CLEC from moving to another provider.

8
9 **Q: IF DELTACOM HAD A REASONABLE NRC FOR THE MIGRATION OF**
10 **HIGH CAPACITY LOOPS AND TRANSPORT AND AN ALTERNATIVE**
11 **PROVIDER WAS AVAILABLE, WOULD DELTACOM SUBMIT ORDERS**
12 **TO MIGRATE TOMORROW?**

13 A: Yes. DeltaCom has no intention or desire to wait until March 11, 2006 to
14 submit orders to migrate to a third party provider. DeltaCom has very little
15 confidence that Bellsouth would work the orders in a timely manner
16 without customer outages. However, BellSouth has adamantly refused to
17 negotiate an interim arrangement with DeltaCom (even one subject to
18 true-up) whereby DeltaCom could begin (even before December of 2005)
19 to move high capacity loops and transport off of BellSouth. BellSouth
20 negotiators state that BellSouth won't negotiate "piecemeal" meaning
21 either DeltaCom must sign BellSouth's template language for TRO/TRRO
22 or DeltaCom can pay full FCC non-recurring tariffed charges to migrate
23 these facilities as though an entirely new facility is being installed.

1 **Q: HAS BELL SOUTH MADE ANY EFFORT TO ASSIST DELTACOM IN**
2 **MIGRATING UNE FACILITIES TO A THIRD PARTY PROVIDER?**

3 A: No. ITC^DeltaCom has yet to see BellSouth make any attempt of
4 seamlessly transitioning our end-user customers served via high capacity
5 loops and transport. Ms. Conquest addresses the issues related to bulk
6 migration of UNE-P to UNE-L. Today, ITC^DeltaCom continues to
7 transition customers via the establishment of a totally new DS1 service
8 and a disconnection of the old DS1 service to the customer premise. Our
9 BellSouth account team's response to this has been we want you to stay
10 on the BellSouth network, at the full tariffed special access FCC rates.
11 BellSouth is willing to work on processes to move UNEs to the higher FCC
12 tariffed access rates (even posting guidelines on how to seamlessly
13 migrate so long as you are moving to FCC tariffed access) but has been
14 uncooperative in assisting us in moving customers to the other options
15 available to us (i.e. our own collocation or that of another carrier).

16
17 Without Commission intervention, based on our experience, we fully
18 expect complete lack of cooperation from any organization within
19 BellSouth in the migration of our end-users to anything but the higher cost
20 FCC tariffed rates before March 10, 2006.

21
22 **Q: SERVICE ELIGIBILITY CRITERIA FOR EELS. WHAT CONCERNS**
23 **DOES DELTACOM HAVE REGARDING BELL SOUTH'S PROPOSED**

1 **LANGUAGE?**

2 A: DeltaCom's proposed language regarding the service eligibility criteria for
3 EELs is contained in EXHIBIT SB-2 which highlights that the collocation
4 test can be satisfied by a reverse collocation site. Paragraph 605 of the
5 TRO states: " a requesting carrier satisfies this prong through reverse
6 collocation" and for purposes of this test, "we adopt SNiP LiNK's definition
7 of all mutually-agreeable interconnection methodologies." DeltaCom has
8 reverse collocation sites with BellSouth. Thirty of those reverse collocation
9 sites are listed in an amendment to the approved interconnection
10 agreement. Approximately, four reverse collocation sites are in South
11 Carolina. On July 26, 2005, BellSouth stated that it would not permit
12 DeltaCom to use existing reverse collocation sites to meet this prong for
13 purposes of service eligibility. Exhibit SB-1 outlines the configuration that
14 DeltaCom seeks for EELs that are established through reverse
15 collocation. (See Diagrams 3a and 3b).

16
17 **Q: WHAT LANGUAGE DOES DELTACOM PROPOSE FOR EELS?**

18 A: Exhibit SB-2 contains DeltaCom's proposed language that was provided
19 to BellSouth during the negotiations.

20
21 DeltaCom has also provided to BellSouth diagrams and a description of
22 the loop and/or transport configurations it seeks. The documentation
23 provided to BellSouth is attached as confidential Exhibit SB-1 to this

1 Petition. BellSouth has not provided a written response. I have updated
2 the diagrams in response to questions raised by BellSouth from our July
3 26th meeting with them. The revised diagrams were provided to BellSouth
4 on August 5th.

5
6 DeltaCom has included language that incorporates the TRO provisions on
7 EELs. DeltaCom has requested information on how to order under the
8 new TRO provisions. Because DeltaCom has not been able to place
9 orders for EELs under the new TRO Service Eligibility Criteria, DeltaCom
10 is not able to raise any issues or concerns regarding BellSouth's
11 implementation of these requirements. For example, BellSouth currently
12 has several reverse collocations with DeltaCom. These sites should
13 qualify as a "reverse collocation" as outlined by the FCC in the TRO.

14
15 **Q: WHAT OTHER CRITICAL MATTERS MUST BE ADDRESSED FOR**
16 **DELTACOM TO COMPLY WITH THE TRO/TRRO REQUIREMENTS?**

17 A: DeltaCom has commingling language in its existing Georgia
18 interconnection agreement but unfortunately has not been able to include
19 the same language in its South Carolina interconnection agreement.
20 Commingling is important because DeltaCom cannot convert existing UNE
21 circuits to a mixture of UNE and wholesale/commercial services. Nor can
22 DeltaCom place orders today for new customers with a combination of
23 UNE and wholesale services.

1 **Q: ARE THERE ANY OTHER PROBLEMS WITH MIGRATING HIGH**
2 **CAPACITY LOOPS AND TRANSPORT?**

3 A: Yes. When DeltaCom tries to use a Letter Of Agency ("LOA") process to order
4 UNEs to another carrier's collocation site, BellSouth rejects the orders saying
5 that each and every order has to be accompanied by a signed LOA.

6
7 Providing a separately signed LOA for each order to the same collocation
8 is unduly burdensome and will prohibit CLECs from utilizing electronic
9 delivery of orders. Frankly, BellSouth's position on this issue is incredible.
10 A blanket LOA accomplishes the same purpose and does not create
11 unreasonable administrative burdens. Language relating to this issue that
12 should be included in the Agreement can be found at Exhibit SB-2.

13
14 **Q: DOES THE TRO REQUIRE BELL SOUTH TO PROVIDE NARROWBAND**
15 **SERVICES OVER IDLC LOOPS? IF OTHER ILECS HAVE IDENTIFIED**
16 **MEANS BY WHICH TO OFFER UNBUNDLED LOOPS CONVERTED**
17 **FROM IDLC WITHOUT ADDITIONAL ANALOG TO DIGITAL**
18 **CONVERSIONS, DOES BELL SOUTH RETAIN THE BURDEN OF**
19 **OFFERING THE SAME METHODS?**

20
21 A: In reviewing pleadings related to the TRO, ITC^DeltaCom discovered
22 some carriers (including ILECs) filed comments that appear to indicate
23 that the problems related to unbundling an IDLC loop has a technical

1 solution and that some manufacturers have redesigned equipment to
2 address the issue. Language covering this issue is at Exhibit SB-2.

3
4 **Q: SHOULD BELLSOUTH BE REQUIRED TO PROVIDE AN UNBUNDLED**
5 **LOOP USING IDLC TECHNOLOGY TO ITC^DELTACOM THAT WILL**
6 **ALLOW ITC^DELTACOM TO PROVIDE CONSUMERS THE SAME**
7 **QUALITY OF SERVICE AS THAT OFFERED BY BELLSOUTH TO ITS**
8 **CUSTOMERS?**

9 A: Yes. IDLC is very important to ITC^DeltaCom now that UNE-P is no
10 longer available. It is imperative that ITC^DeltaCom be able to order a
11 local loop on behalf of the end user customer and that local loop should
12 receive the same quality of service that BellSouth currently offers that
13 same customer. In other words, BellSouth should not provide a degraded
14 local loop to DeltaCom. By having access to IDLC technology or ensuring
15 that there are no additional analog to digital (A to D) conversions, the end
16 user consumer will be assured, when they move from one carrier to
17 another, that they will have the same quality local loop.

18
19 **Q: WHY IS THE ANALOG TO DIGITAL (A TO D) CONVERSION CONCEPT**
20 **IMPORTANT?**

21 A: Additional A to D conversions cause problems associated with quality
22 voice call, fax, and dial-up Internet services. BellSouth's position seems
23 to be that if the loop meets the minimum voice grade standards for the

1 customer, regardless of quality of the local loop pre-conversion, it has met
2 its obligations to ITC^DeltaCom. However, the customer perceives and
3 experiences a degradation in service. Customers' typical experiences in
4 this regard include problems with modem speed on dial-up internet/data
5 services, fax, noise/static on the line and other quality issues.

6 It is important for the customer to receive the same level of service and
7 quality on the loop with BellSouth as with ITC^DeltaCom. The manner in
8 which BellSouth designs and manages the local network with respect to
9 CLECs does not allow parity at the customer level.

10
11 **Q: DOES THE TRO APPEAR TO ADDRESS THIS ISSUE?**

12 A: Yes. Footnote 855 of the TRO states that Telcordia has set forth means
13 by which ILECs can provide unbundled loops to CLEC over DLC systems
14 and that telecom manufacturers have designed equipment to take into
15 account the regulatory obligations. In the recent negotiations for a
16 TRO/TRRO amendment, DeltaCom asked whether BellSouth has
17 identified additional means by which a IDLC loop can be unbundled
18 without additional A to D conversions? BellSouth has not responded.

19
20 **Q: WHAT DO YOU SEEK FROM THIS COMMISSION?**

21 A: I am asking this Commission to adopt an interim non-recurring charge as I
22 proposed earlier for the migration of high capacity loops and transport to
23 third party providers. The Commission should define rearrangements,

1 including the un-combining of loop and transport elements, as any rewiring
2 within the central office that does not require outside dispatch of BellSouth
3 resources to the end user customer.
4

5 The Commission should instruct BellSouth to make the migration of these
6 non 251 elements and the commingling of wholesale and UNE services to
7 be as simple as possible. At this point, BellSouth has not assigned or
8 given direction to either the BellSouth account team or other BellSouth
9 personnel the project of working with DeltaCom to move off the BellSouth
10 UNE network to an alternative provider as described in my testimony and
11 as illustrated in my diagrams (Exhibit SB-1).
12

13 **Q: DOES THIS CONCLUDE YOUR TESTIMONY?**

14 **A:** Yes.

Migration of High Capacity Loops/Transport to Our collocation site or a Third Party Provider

- 2.1.5.4 Upon identification of those DS1 loops/DS3 loops that are no longer subject to unbundling, if ITCD elects to continue purchasing those DS1/DS3 loops from BellSouth pursuant to Section 271, the rates shall be set forth in Exhibit D. BellSouth shall not assess any non-recurring charge for the billing change. Further, if ITCD chooses to roll the circuits to a tariff arrangement or other contract arrangement, BellSouth will include such DS1/DS3 loop counts as qualifying for any discount programs at rates ,terms and conditions applied to ITCD's existing special access services or such other discount plans that may be available. If ITCD elects to transition services to another provider (including itself), BellSouth shall only assess the rate set forth in Exhibit D. ITCD shall provide spreadsheets of those DS1/DS3 loops (including circuit ids) to Bellsouth. BellSouth shall work the spreadsheets in a timely manner with no outage to ITCD or ITCD's customers. BellSouth shall assign a project manager to ITCD to ensure that affected circuits are not negatively impacted by the transition. In no event will ITCD be required to pay the transition rate plus the replacement tariff or contract rate for the same circuit for the same time period. BellSouth shall provide ITCD notice of completion of the transfer in billing or the disconnection/transfer of the affected circuits to another provider.***
- 12.5.9 Upon identification of those Tier 1, 2, and 3 wire centers that are no longer subject to unbundling, if ITCD elects to continue purchasing those DS1/DS3 transport from BellSouth pursuant to Section 271 or pursuant to a separate agreement or tariff, BellSouth shall not assess any non-recurring charge for the billing change. Section 271 rates shall be just and reasonable rates and are set forth in Exhibit D. Further, BellSouth will include such DS1/DS3 transport counts as qualifying for any discount programs at rates ,terms and conditions applied to ITCD's existing special access services or such other discount plans that may be available. If ITCD elects to transition services to another provider (including itself), BellSouth shall only assess a cost based rate as set forth in Exhibit D. ITCD shall provide spreadsheets of those DS1/DS3 transport (including circuit ids) to Bellsouth. BellSouth shall work the spreadsheets in a timely manner with no outage to ITCD or ITCD's customers. BellSouth shall assign a project manager to ITCD to ensure that affected circuits are not negatively impacted by the transition. In no event will ITCD be required to pay the transition rate plus the replacement tariff or contract rate for the same circuit for the same time period. BellSouth shall provide ITCD notice of completion of the transfer in billing or the disconnection/transfer of the affected circuits to another provider.***
- 12.5.19 Any request to re-terminate one end of a circuit or Change a CFA will be at a cost based rate of USOC UREWO \$130.54 (first NRC) \$ 40.13 (second NRC).***

Use of a Blanket LOA so as to Deliver Services to a Third Party's Collocation Site

BellSouth will deliver Network Elements ***required by Section 251 and 271*** and Other Services in compliance with FCC and state orders, laws and regulations, and ITC^Deltacom may purchase and use such Network Elements in compliance with FCC and state orders, laws and regulations. Moreover, ITC^DeltaCom may purchase Network Elements and Other Services from BellSouth under this Attachment 2 for the purpose of combining such Network Elements or Other Services in accordance with the provisions of this Agreement. Such Network Elements or Other Services may be delivered to ITC^DeltaCom at the collocation space of another Carrier, provided that BellSouth has rates, methods and procedures in place to effectuate such an arrangement, and provided that the collocated carrier has provided a letter of authorization for the delivery of such Network Elements or services. ***[However, DeltaCom shall not be required to obtain a LOA for each and every order; DeltaCom can provide a blanket LOA].*** Notwithstanding the above, ITC^DeltaCom is not required to have facilities located at such collocation space to have Network Elements or Other Services delivered by BellSouth. To the extent ITC^DeltaCom requests the delivery to another Carrier's collocation space of any Network Element or other service for which BellSouth has not developed methods and procedures to provide such an arrangement, rates and/or methods and procedures for such arrangement shall be established pursuant to the BFR process.

Unbundled IDLC Loop

fnote 855 of the TRO states that Telcordia has set forth means by which ILECs can provide unbundled loops to CLEC over DLC systems and that telecom manufacturers have designed equipment to take into account the regulatory obligations/ has bell identified additional means by which a IDLC loop can be unbundled without additional A to D conversions? How does bell plan to comply with the requirement that narrowband services (e.g. dial up/fax) must be provided ?

EELs and Reverse Collocation

11.0

High capacity EELs are Combinations of loops and transport as described in 47 C.F.R. §51.318(b). High capacity EELs shall be provided in accordance with the terms and conditions set forth herein and at the rates set forth in Exhibit D. EELs consisting of DS0 loops with higher-capacity transport, or with DS0 transport are not "high capacity EELs" and are not required to meet the service eligibility criteria set forth in Section 11.X. BellSouth shall provide DS0 EEL combinations at TELRIC cost based rates.

11.1 EELs

11.1.1 *Notwithstanding anything in this Agreement to the contrary BellSouth agrees to make available to ITC^DeltaCom Enhanced Extended Links (EELs) and other forms of Unbundled Network Elements Combinations on the terms and conditions set forth below. BellSouth shall provide UNE combinations upon request, provided that the UNE combination is technically feasible and would not undermine the ability of other carriers to access UNEs or interconnect with BellSouth's network. BellSouth shall not impose any additional conditions or limitations upon obtaining access to EELs or to any other UNE combinations, other than those set out in the FCC's Triennial Review Order/TRRO*

11.1.2 *"EEL" means a UNE combination consisting of an unbundled loop(s) and Unbundled Dedicated Transport, together with any facilities, equipment, or functions necessary to combine those UNEs (including, for example, with or without multiplexing capabilities). An EEL that consists of a combination of voice grade to DS0 level UNE local loops combined with a UNE DS1 or DS3 Dedicated Transport (a "Low-Capacity EEL") shall not be required to satisfy the Eligibility Requirements set out below. If an EEL is made up of a combination that includes one or more of the following described combinations (the "High-Capacity EEL"), each circuit to be provided to each customer is required to terminate in a collocation arrangement that meets the Service Eligibility requirements as established by the FCC unless the EEL is commingled with a wholesale service in which case the wholesale service must terminate at the collocation. A High-Capacity EEL includes the following:*

11.1.2.1 *(1) combinations of loop and dedicated transport; (2) dedicated transport commingled with 271 or wholesale loop; or (3) a loop commingled with wholesale or 271 transport at the DS1 and/or DS3 level as described in 47 C.F.R. 51.318 (b).*

11.1.3 *BellSouth shall make Low Capacity EELs (less than DS1) available to CLEC without restriction.*

11.1.4 *Service Eligibility Requirements. To qualify for a High Capacity EEL, ITC^DeltaCom must have received state certification from the State Commission to provide local voice service in the area being served or, in the absence of a state certification requirement, has complied with registration, tariffing, filing fee, or other regulatory*

requirements applicable to the provision of local voice service in that area, and

11.1.4.1 For each combined circuit, including each DS1 circuit, each DS1 EEL and each DS1-equivalent circuit on a fully utilized DS3 EEL:

11.1.4.1.1 Each circuit to be provided to each customer will be assigned a local telephone number (NPA-NXX-XXXX),

11.1.4.1.2 each DS1 equivalent circuit on a fully utilized DS3 EEL arrangement must have its own Local Telephone Number assignment, so that each fully utilized DS3 must have at least 28 Local voice Telephone Numbers assigned to it;

11.1.4.1.3 each DS1 or DS1 equivalent circuit to be provided to each customer will have 911 or E911 capability prior to the provision of service over that circuit; CLEC may, at CLEC's option, satisfy this condition by certifying at the time it orders the EEL(s) that it will not begin to provide service until a local number is assigned and 911 or E911 capability is provided.

11.1.4.1.4 Each of ITC^DeltaCom's DS1 and/or DS3 circuit(s) to be provided to each customer will terminate in a collocation arrangement that meets the requirements of 47 C.F.R. 51.318(c). If the EEL is commingled with a wholesale service, the wholesale service must terminate at the collocation arrangement. Where there is no single customer premises, such as where the traffic from multiple DS1 wireline end user loops are aggregated onto a DS3 transport facility, the point of aggregation will serve as the customer premises for purposes of this requirement. The collocation arrangement cannot be in an Interexchange carrier POP or an Internet service provider POP. However, ITC^DeltaCom may satisfy the collocation requirement through reverse collocation as described in paragraph 605 of the TRO or through shared collocation or by connecting its EEL to another carrier's entrance facility originating in that other carrier's collocation space within BellSouth's central office; and

11.1.4.1.5 Each circuit to be provided to each customer will be served by an interconnection trunk over which ITC^DeltaCom will transmit the calling party's number in connection with calls exchanged over the trunk.

11.1.4.1.6 For each 24 DS1 EELs loop or other facilities having equivalent capacity, ITC^DeltaCom will have at least one active DS1 local service interconnection trunk over which ITC^DeltaCom will

transmit the calling party's number in connection with calls exchanged over the trunk. ITC^DeltaCom is not required to associate the individual EEL collocation termination point with a local interconnection trunk in the same wire center.

11.1.4.1.7 Each circuit to be provided to each customer will be served by switching equipment that is capable of switching local voice traffic.

11.1.5 A collocation arrangement meets the Service Eligibility Requirements if it is:

11.1.5.1 Established pursuant to Section 251(c)(6) of the Act and located at BellSouth's premises within the same LATA as the customer's premises, when BellSouth is not the collocator; or

11.1.5.2 Located at a third party's premises within the same LATA as the CLEC's premises, when BellSouth is the collocator ("reverse collocation") as described in Paragraph 605 of the TRO.

11.1.6 For a new circuit to which Section 11.1.4.1.3 applies, ITC^DeltaCom may initiate the ordering process if ITC^DeltaCom certifies that it will not begin to provide any service over that circuit until a local telephone number is assigned and 911/E911 capability is provided. In such case, ITC^DeltaCom shall satisfy EEL eligibility requirements if it assigns the required local telephone number(s), and implements 911/E911 capability, within 30 days after BellSouth provisions such new circuit.

11.1.7 ITC^DeltaCom may provide certification supporting its request for a High Capacity EEL by sending a confirming letter to BellSouth on a blanket basis. A disconnect notice for any single circuit shall be sufficient to constitute notification to BellSouth that a blanket certification for multiple circuits that were part of a single order has been modified. In addition, ITC^DeltaCom may provide written notification no more often than once each calendar year certifying that its circuits satisfy all of the requirements of this section.